

**TENDER DOCUMENT FOR PROVIDING MANPOWER
FOR e-OFFICE PROJECT OF THE
LAW AND LEGISLATIVE AFFAIRS DEPARTMENT,
BHOPAL**

TENDER DOCUMENT

1. No. LLADB/IT/ESTT/DEO-02 : 4th July, 2017

2. Name & Address of the service

Agency : _____

3. For providing manpower for the Digitization project of the Law & Legislative Affairs Department, Bhopal.

4. Earnest Money Deposit : Rs. 57,000/-

5. Date and time for **submission** of Tender : 26th July, 2017, Wednesday by 5:00 P.M.

6. Date and time for **opening of Technical Bid**: 27th July, 2017 Thursday by 3:00 P.M.

7. Place for **opening of Tender**: Office of Secretary, Law & Legislative Affairs Department, First Floor, Vindhyachal Bhawan, Bhopal.

8. Date and time for **opening of Financial Bid**: 29th July, 2017, Saturday by 3:00 P.M.

9. **Pre bid Queries** for Tender : Contact Person : Sh C L Mukati,

Under Secretary (Establishment)

- i. 19th July, 2017, Wednesday
- ii. between 3:00 and 5:00p.m.,
- iii. at Office of Under Secretary, Law & Legislative Affairs Department, First Floor, Vindhyachal Bhawan, Bhopal.

LETTER OF AUTHORIZATION FRO ATTENDING BID OPENING

Tender No. :LLADBHO/ IT/ESTT/DEO-02

To
The Principal Secretary,
Govt. Of M.P.,
Law and Legislative Affairs Department,
Bhopal. M.P.

Dear Sir,

Subject : Authorization for attending bid opening on 27. 07.17 in the Tender for Manpower services for The Law Department, Bhopal (Tender No. LLADBHO/IT/ESTT/DEO-02)

Following person(s) are hereby authorised to attend the bid opening for the tender mentioned above on behalf of preference given below :

Order of Preference Name

Signature

- 1.
- 2.

Or

Officer authorization to sign the bid documents on behalf of the bidder.

Note :

1. Only one representative shall be allowed.

(Bidder) in order of

Specimen

2. Permission for entry to the office where bids are opened may be refused in case authorization as prescribed above is not produced.

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The Law and Legislative Affairs Department Madhya Pradesh requires the services of reputed, and well established Manpower Service Providers to provide Data Entry operators to be deputed at Law Department, Vindhyachal Bhawan, Bhopal, Madhya Pradesh.

1. The contract for providing the aforesaid manpower is likely for duration of 01 year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended beyond date of expiry of the contract provided the requirement persists at that time or may be curtailed / terminated before date of expiry owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Law Department, requirements. The Principal Secretary, Law, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
2. This Law Department has initial requirement of 16 Data Entry Operators. The requirements may increase/decrease marginally for the same.
3. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs. 57,000/-** and other requisite documents latest by **05:00pm on 26th July, 2017, Wednesday** in the inward/receipt section of the Law and Legislative Affairs Department, Vindhyachal Bhawan, Bhopal Madhya Pradesh.
4. The various crucial dates relating to "Tender for Providing Manpower Services to the Law and Legislative Affairs Department Madhya Pradesh" are cited as under :

(a) Date and time for **submission of Tender** : **26th July, 2017, Wednesday by 5:00 P.M.**

(b) Date and time for **opening of Technical Bid** : **27th July, 2017 Thursday by 3:00 P.M.**

(c) Date and time for **opening of Financial Bid** : **29th July, 2017, Saturday by 3:00 P.M.**

(d) Likely date for commencement of deployment of required manpower: **Immediate after finalizing of vendor**

(If the tender submission/opening day happens to be holiday, the same will be accepted and opened on the next working day)

5. The bids submitted by the vendor on e-Mail/Fax will be summarily rejected. Late bid shall be outrightly rejected. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to the Law and Legislative Affairs Department, Bhopal Madhya Pradesh" and "Financial Bid for Providing Manpower Services to Law and Legislative Affairs Department, Bhopal Madhya Pradesh". Both sealed envelopes should be kept in a third

sealed envelope superscribing "Tender for Providing Manpower Services to the Law and Legislative Affairs Department, Bhopal Madhya Pradesh".

6. The Earnest Money Deposit (EMD) of **Rs. 57,000/-** (Rupees Fifty Seven Thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Banker's Cheque from any Nationalized Bank drawn in favour of The Secretary, Law and Legislative Affairs Department, Bhopal failing which the tender shall be rejected summarily.
7. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Gazetted Officers of the Government of India or Governments of Madhya Pradesh), along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:
 - (a) Copy of Registration certificate of the applicant organization;
 - (b) Copy of PAN
 - (c) Copy of the IT return filed for the last three financial years;
 - (d) Copies of EPF and ESI certificates of the bidder;
 - (e) Copy of the GST/Service Tax/Other Indirect Tax registration certificate;
 - (f) Certified extracts of the Bank Account containing transactions during the last 12 months.
 - (g) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970
 - (h) Experience Certificate of Providing manpower services.
 - (i) Copy of of the terms and conditions and pages 14 to 17 in tender document with each page duly signed and sealed by the Authorised Signatory of the agency in token of their acceptance.
8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids.
10. The Technical bids would first be taken into consideration by a committee for evaluation. The technical bids shall be opened on the scheduled date and time in the

presence of the authorized representatives of the service providers, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.

11. The technical bids shall be opened on the scheduled date and time in the Law Department, Bhopal, Madhya Pradesh, in presence of an authorized representative of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
12. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at scheduled time in the Law Department, Bhopal, Madhya Pradesh in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder L1 in the financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder shall be considered by the committee. If there is change in date & time of opening of the bids the same shall be communicated to the short listed bidders.
13. The Principal Secretary, Law Department, Bhopal, Madhya Pradesh reserves the right to annul all bids without assigning any reason.
14. The Principal Secretary, Law Department Bhopal Madhya Pradesh reserves the full rights to amend the terms and conditions of the tender document.
15. The Authorized signatory shall submit the letter of authorization.
16. The remuneration shall be fixed by the, Law Department, Bhopal, which is not be less than the minimum wage fixed/notified by the collector rate and shall include all statutory obligations. The service provider shall be liable for all kinds of dues payable in respect of the personnel provider under the contract and the government shall not be liable for any dues for availing the services of the personnel. The performance Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF and ESI contribution and other certificates as per statutory Laws.
17. Law Department, Bhopal reserves the right to call for any documenting original to verify the veracity of the documents.
18. All documents submitted shall be consecutively numbered having signature

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfil the following technical specifications:

- (a) The Registered Office or one of the Branch Offices should be located in Bhopal.
- (b) They should be registered with the appropriate registration authority for providing manpower services.
- (c) They should have at least five years experience in providing Skilled or High Skilled Data Entry Operators to Government Departments, Public Sector Companies/ Banks/ Government Societies.
- (d) They should have their own Bank Account;
- (e) They should be registered with Income Tax and GST/Service Tax/Other Indirect Tax departments and having valid Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) There should be no case pending with the police against the proprietor/firm/partner or the company(Service Provider) and the service provider shall not have been black listed otherwise to be evidenced by attachment of an affidavit in this regard.
- (h) Any other relevant document/certificate as per the bid document or as desired by the competent authority.

MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE LAW DEPARTMENT, BHOPAL MADHYA PRADESH

DATA ENTRY OPERATOR

- Education qualification: At least first class PGDCA/DCA.
- Experience: Working knowledge of Operating Systems and Ms Office with 3 years of working experience of data entry after obtaining required
- Experience in Hindi and English typing.
- Speed: Data entry speed of 8000 keys depression per hour.
- Having experience on MS word / Excel sheet/ Power point , Internet, e-mail .
- Antecedent to be verified by Local Police Authority.

APPLICATION - TECHNICAL BID

1. For Providing Manpower Services to the Law and Legislative Affairs Department, Bhopal Madhya Pradesh.

2. Name of Tendering Manpower Service: _____

Provider

Status (Proprietor/Partner/Director) :

3. Details of Earnest Money Deposit of Rs. 57,000/- : DD No. _____ date _____
drawn on Bank _____

4. Name of proprietor / Director : _____

: _____

: _____

5. Full Address of Registered Office: _____

: _____

: _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

6. Full address of Operating / Branch Office : _____

: _____

: _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

7. Banker of the Manpower Service : _____

Provider (Attach certified copy of : _____

statement of A/c for the last

12 months) : _____

Telephone Number of Banker : _____

8. PAN No. (Attach certified copy) : _____

9. GST/Service Tax/Other Indirect Tax Registration No.(Attach attested copy)

: _____

10. E.P.F. Registration No. : _____

(Attach attested copy)

11. E.S.I. Registration No. : _____

(Attach attested copy)

12. Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970

13. Financial turnover of the tendering Manpower Service Provider for the consequent last three Financial Years:

14. Last three years Annual IT Returns :

15. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached) :

Sr. No.	Name of client, address, telephone & Fax no	Manpower services provided		Amount of contract (Rs. Lacs)	Period (deployment of Manpower)	
		Type of Manpower provided	Number		From	To
		Skilled				
		High Skilled				

**Copy of Experience Certificate/supporting documents must be attached)

16. Additional information, if any : _____

(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal :

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/Director /authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

APPLICATION – FINANCIAL BID

1. Name of tendering Manpower Service Provider:

2. Rate per person per month (8 hours per day excluding ½ hour lunch break)
inclusive of all statutory liabilities, taxes, levies, cess etc* :

For Providing Manpower to the Law Department, Bhopal Madhya Pradesh.

		Data entry Operator
S.No	Particulars	
1.	Minimum Monthly Basic Salary	
2.	Administrative Cost	
3.	Statutory Liabilities (EPF, EPF Admn. Charges, ESIC Coverage, etc)	
4.	Service Charge of provider	
5.	GST/Service Tax/Other Indirect Tax	
6.	Other Charges if any	
7.	Total Payable	

Amount in words :-----

*Rates are to be quoted in accordance with the Minimum Wages Act as applicable in the State of Madhya Pradesh.

Signature of authorized person

Date: Full Name:

Place: Seal:

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month for which duty has been performed by each manpower as per the need and requirement .
3. The number of persons may increase / decrease depending upon the requirement.

TERMS AND CONDITIONS

GENERAL :-

1. The agreement shall be for a period of one year unless it is curtailed or terminated by The Principal Secretary, Law and Legislative Affairs Department, Govt of M.P. owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements of the Law Department, Bhopal, Madhya Pradesh.
2. The agreement shall automatically expire after the period of one year from the date of agreement, unless extended further by the consent of both the parties on terms and conditions mutually agreed upon.
3. The contracting Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
4. The Law Department at present requires 16 Data Entry Operators (Skilled/High Skilled) for Bhopal location. The requirements for manpower may increase/decrease in future.
5. The service provider will be bound by the details furnished by him / her to Law Department while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
6. The Principal Secretary, Law and Legislative Affairs Department, Bhopal reserves the right to terminate the contract during initial period also after giving a 1 month notice to the contracting agency.
7. The persons deployed shall be required to report for work as per departmental policy.
8. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the department, so that optimal services of the persons deployed by the agency could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the department or office concerned shall be that of the service provider and the department or office concerned will in no way be liable.
10. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Law Department, Bhopal. The persons deployed by the service provider/agency in Law Department shall not have any claims whatsoever like employer and employee relationship against Law and Legislative Affairs Department, Bhopal, Madhya Pradesh.
11. The service provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. The Law Department shall, in no way, be responsible for settlement of such issues whatsoever.

12. The Law Department shall not be responsible for any financial loss or any injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the Law Department during the currency or after expiry of the contract.
14. The persons deployed by the service provider shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the service provider.
15. In case of termination of the contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular / otherwise capacity in the Law Department, Bhopal, Madhya Pradesh.
16. The service provider will provide a list of candidates for the post of Data Entry Operator. The selection committee constituted by the department will select the suitable candidates for this post.
17. The payment shall be made a conclusion of the calendar month for which duty has been performed by manpower as per the need and requirement.

LEGAL:-

18. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties / other persons. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provision besides, action for breach of contract.
19. The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Law Department Bhopal. The Law Department shall have no liability in this regard.
20. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by the Law Department Bhopal to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
21. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result there of the Law Department is put to any loss / obligation, monetary or otherwise, the Law Department, Govt. of M.P. Bhopal will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.

22. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
23. The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. If any loss or damage is caused to the Department concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Performance Security Deposit.

FINANCIAL:-

24. Rs. 1000/- (Rupees one thousand only) non refundable in the form of demand draft/pay order draw in favour of Secretary, Law and Legislative Affairs Department, Bhopal.
25. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **Rs. 57,000/-** (Rupees Fifty Seven Thousand Only) in the form of Demand Draft / Banker's Cheque drawn in favour of the **Secretary, Law and Legislative Affairs Department, Bhopal** failing which the tender shall be rejected out rightly.
26. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be discharged upon the signing of agreement by the bidder and submission of Performance Security Deposit. Further, if the agency fails to deploy the required manpower against the initial requirement within 07 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
27. The Bidder shall at his own expense, deposit with Department of Law and Legislative Affairs, within seven (07) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Security Deposit of 5% of the tender value, in the form of Demand Draft / Banker's Cheque drawn in favour of the Secretary, Law and Legislative Affairs Department for the due performance and fulfilment of the contract by the bidder.
28. In case of breach of any terms and conditions attach to this agreement the Performance Security Deposit of the service provider shall be liable to be forfeited beside annulment of the agreement.
29. The agency shall raise the bill, in triplicate, along with attendance sheet [duly verified by the officer nominated by the Secretary(Establishment), Law and Legislative Affairs Department, Bhopal in respect of the persons deployed and submit the same in the first week of the succeeding month. As far as possible the payment shall be released at the earliest subject to availability of funds with the Law Department, Bhopal.
30. The deductions in bills regarding Employees State Insurance, Provident Fund, and Service Tax, T.D.S. etc. should be necessarily accompanied with documentary

proof pertaining to the concerned bill month. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of The Secretary (Establishment), Law and Legislative Affairs Department, Govt of M.P. Bhopal.

31. The amount of penalty calculated @ Rs. 100/- (One Hundred) per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency may be deducted from the monthly bills of the service provider in the following month.
32. In case of non payment of penalty, the amount of penalty shall be deductible from the monthly bill or Performance Security Deposit, deposited by the party.
33. The Principal Secretary, Law and Legislative Affairs Department, Bhopal reserves the right to withdraw/ relax / change any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
34. The successful bidder will enter into an agreement with this department for supply of suitable and qualified manpower as per requirement of this department on the above terms and conditions.

Secretary (Establishment)

Law and Legislative Affairs Department

DISPUTES AND ARBITRATION

If any dispute of any kind whatsoever shall arise between Law and Legislative Affairs Department, Govt. of M.P., Bhopal and the Successful Bidder in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute may be referred to Principal Secretary, Law for resolution whose decision thereon shall be final.

ORDER OF ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID:-

1. Application – Technical Bid
2. Attested copy of Registration of Agency/ Service provider;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest last three years IT returns filed by the agency;
6. Attested copy of GST/Service Tax/Other Indirect Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower short listed by agency for deployment in the Law Department with full details i.e. Date of birth, marital status, address, educational details etc.
2. Bio-data of all candidates.
3. Certificate of verification of antecedents of all persons by local police authority.

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of the Law Department to any other institutions/organizations.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
4. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
5. We will meet 100% Confidentiality of the Law and Legislative Affairs Department, Bhopal Database and records.

Authorized Signatory

(Seal of the Company)